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AT SEATTLE
CLERK U.S. DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
DEPUTY

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

SAVITT & BRUCE LLP, a Washington
Limited Liability Partnership,

Plaintiff,

v.

CONTEMPORARY SERVICES
CORPORATION, a California Corporation,

Defendant.

NO.

C09-1023 RSL

COMPLAINT



09-CV-01023-CMP

For its Complaint, Plaintiff Savitt & Bruce LLP alleges as follows:

I. PARTIES

1. Savitt & Bruce LLP ("Savitt & Bruce") is a Washington limited liability partnership located in Seattle, King County, Washington. Savitt & Bruce provides legal services. Its attorneys are licensed to practice law in the State of Washington.

2. Defendant Contemporary Services Corporation ("CSC") is a California corporation with its principal place of business in Northridge, California. CSC maintains a business office in Seattle, King County, Washington, and does business in King County, Washington.

Sum. FSS. SEA 27742

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II. JURISDICTION AND VENUE

3. This Court has personal jurisdiction over CSC pursuant to RCW 4.28.185(1), as this action arises out of CSC's transaction of business in Washington State, and CSC consented to the jurisdiction of this Court.

4. This Court has original jurisdiction over the subject matter of this action pursuant to 28 U.S.C. § 1332(a)(1), as Savitt & Bruce and CSC are citizens of different states, and the amount in controversy between them exceeds \$75,000, exclusive of interest and costs.

5. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391(a)(1) and (2), as CSC resides, and a substantial part of the events and omissions giving rise to Savitt & Bruce's claims occurred, in this judicial district; and because CSC consented to venue in King County, Washington.

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III. FACTUAL ALLEGATIONS

6. On or about August 11, 2006, CSC engaged Savitt & Bruce to provide legal services to CSC. CSC entered into a written fee and representation agreement (the "Agreement") with Savitt & Bruce.

7. The Agreement executed by CSC provided, and the parties agreed, that: (a) Savitt & Bruce would be paid a specified hourly rate for the services of partners and lesser amounts for services provided by associates or staff, (b) CSC would be responsible for payment of out-of-pocket costs incurred by Savitt & Bruce in the course of the representation, (c) billings would issue on a regular basis, and (d) CSC would make payment to Savitt & Bruce within ten days of receipt of each invoice.

8. Under the Agreement, the parties also agreed that overdue amounts would be subject to interest and that, if legal action were necessary to collect any amounts due, Savitt & Bruce would be entitled to recover the costs of collection, including attorneys' fees.

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2 9. Savitt & Bruce served as lawyers to CSC in a lawsuit filed in King County,
3 Washington against Grant Haskell that resulted in the entry of judgment against Haskell in
4 favor of CSC. Savitt & Bruce performed its obligations under the Agreement.

5 10. Effective June 17, 2009, Savitt & Bruce withdrew as counsel for CSC.

6 11. CSC has failed to pay Savitt & Bruce's invoices in full and currently owes Savitt
7 & Bruce at least \$181,870.33, exclusive of interest.

8 **IV. CAUSE OF ACTION**

9 **Breach of Contract**

10 12. Pursuant to the Agreement, CSC agreed to pay Savitt & Bruce in exchange for
11 legal services.

12 13. CSC has breached the Agreement by failing to pay Savitt & Bruce for
13 outstanding amounts owed for services rendered.

14 14. Savitt & Bruce has been damaged by CSC's breach or breaches in an amount to
15 be proved at trial.

16 **V. PRAYER FOR RELIEF**

17 WHEREFORE, Savitt & Bruce prays for relief as follows:

18 A. That Savitt & Bruce be awarded judgment in its favor on all claims and damages
19 in at least the amount of \$181,870.33, exclusive of interest;

20 B. That Savitt & Bruce be awarded prejudgment interest and its attorneys' fees and
21 costs to the maximum extent permitted by law; and

22 C. For such other relief at law or in equity as the Court may deem just and proper
23 under the facts as proved at trial.

1 DATED this 20th day of July, 2009.

2 SAVITT & BRUCE LLP

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4 By: 

5 Miles A. Yanick, WSBA #26603

6 Duncan E. Manville, WSBA #30304

7 Attorneys for Plaintiff Savitt & Bruce LLP